IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO.230 OF 2003

M/s. Shakti Wire Products. .. **Petitioner.**

v/s.

Henkel Switchgear Ltd. .. **Respondent.**

Shri S.H.Parikh with S.G.Lakhani for petitioner.

Shri S.M.Shah with Shri R.H.Gajaria & Miss Hate i/b Gajaria & Co. for respondent co.

CORAM: S.U.KAMDAR, J.

DATE : December 3, 2004

P.C. :-

. Petitioner and Respondent have tendered consent terms dated 3rd December, 2004 duly signed by them and their respective advocates. Consent term is taken on record and marked ‘X’ for identification. There shall be order in terms of Consent terms.

2. In the even of the respondents failing to pay any two instalments or the last instalment, the same shall constitute a breach of these consent terms and thereupon the above petition shall stand admitted. The petitioner

may then advertise the admission of the petition in the Free Press Journal, Navashakti and the Official Gazette.

3. Petitioner to deposit the sum of Rs.2,000/- with the Registrar(O.S.)/Prothonotary & Senior Master within a period of four weeks from the date of the default.

4. Petition disposed accordingly. There shall be no order as to costs. Certified copy expedited.